

64

AGREEMENT  
Between the  
STATE OF CALIFORNIA  
and the  
CITY OF LOS ANGELES

File  
LA City Agreement  
A

Covering the administration and control of  
certain Beach Areas for the purposes of  
operation as part of the State Park System.

This agreement made and entered into this 12<sup>th</sup> day  
of December, 1947, by and between the State of  
California hereinafter designated as "State" and the City of Los  
Angeles, a municipal corporation, hereinafter designated as "City";

W I T N E S S E T H:

That, WHEREAS State is desirous of cooperating with City on  
a matching basis as contemplated by the Public Resources Code of the  
State of California, for the purpose of acquiring for public recrea-  
tional uses certain privately owned ocean beach property hereinafter  
described in Paragraph 2-A and located within the territorial boundaries  
of the City, such beaches being a part of a Master Plan of Beaches  
adopted by the County of Los Angeles, and submitted to, and approved  
by the State Park Commission; and

WHEREAS the State Park Commission of the State of California  
is authorized by Section 5007 of the Public Resources Code to enter  
into agreements with cities, counties, and other political subdivisions  
of the State for the care, maintenance and control of lands for the  
purpose of the State Park System; and

WHEREAS City is owner in fee of certain other beach lands within its territorial boundaries as hereinafter described in Paragraph 1, such beach lands also being a part of the Master Plan of Beaches above referred to, and said City is desirous, pursuant to Section 5015 of the Public Resources Code of obtaining the aid of the State in the acquiring of, and leasing by State to City of certain privately owned beach property above mentioned, and of contributing matching lands as required by the State, pursuant to said section of the Public Resources Code equal in value to the properties to be acquired by State; and

WHEREAS it is to the mutual benefit of the parties hereto and the interests of the public will be more advantageously served if the development, use, care, maintenance and control of those certain beach lands more particularly described herein in Paragraphs 1 and 2-A, are placed under the jurisdiction of the City for park, playground and recreational purposes; and

WHEREAS the parties hereto desire to agree by this writing relative to the transfer of title, acquisition, development, use, care, maintenance and control of the said properties described in Paragraph 1 and Paragraph 2-A hereof;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter contained, it is mutually understood and agreed as follows:

1. That City shall, upon execution of this agreement, execute and deliver to State grant deeds to the following described premises, to wit:



### City Parcel 1

Those portions of Section 3, 10 and 11, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo, as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, with the southwesterly line of the land described in deed to the Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County; thence southeasterly along said southwesterly line in all its various courses and curves to the southerly line of said Section 3; thence easterly along said southerly line to the northeasterly line of that certain parcel of land described in deed to the Pacific Electric Railway Company, recorded in Book 5822, Page 246, of Deeds, Records of said County; thence southeasterly along said northeasterly line in all its various courses and curves to the southerly line of said Section 11; thence westerly along said last mentioned southerly line to the ordinary high water mark of the Pacific Ocean; thence northwesterly along the meander line of said ordinary high water mark to said third course of that certain parcel of land described in deed recorded in Book 8175, Page 209, Official Records of said County; thence easterly along said third course in deed recorded in Book 8175, Page 209, Official Records of said County, to the point of beginning;

Also,

All that portion of the parcel of land (60 feet wide) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian;

Also,

All that portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company, (now Pacific Electric Railway Company) recorded in Book 1617, Page 310, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, excepting therefrom that portion of said parcel of land included within the 60-foot strip of land described in

Approved, as to description
Date DEC 8 1947
Lloyd A. Smith, City Engineer
By <i>[Signature]</i> Deputy <i>[Signature]</i>



Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of said County.

City Parcel 3

Lot A, Tract No. 8573, as per map recorded in Book 103, Pages 19 and 20, of Maps, Records of Los Angeles County.

City Parcels 4 and 5

All that portion of Block E of Resubdivision of a Portion of Playa Del Rey Townsite, as per map recorded in Book 7, Page 130, of Maps, Records of Los Angeles County, lying between the southwesterly prolongation of that certain course in the southeasterly line of Block A, said Resubdivision of a Portion of Playa Del Rey Townsite shown on said map as having a bearing of North 64°49' East and a length of 129.22 feet, and the southwesterly prolongation of the southeasterly line of Lot 11, Block 9, as shown on said map of a Portion of Playa Del Rey Townsite as having a bearing of North 64°48' East;

Also,

Beginning at the northeasterly corner of said Block E; thence South 29°57' East along the easterly line of said Block E to the southwesterly prolongation of the southeasterly line of Lot 11 said Block 9 hereinabove described as having a bearing of North 64°48' East; thence southwesterly along said last mentioned southwesterly prolongation to a point in a line parallel with and distant 125 feet southwesterly measured at right angles from said northeasterly line of Block E, said parallel line being the line described and fixed in agreement between the City of Los Angeles and E. Duncan, et al., said agreement being dated October 11, 1937, and filed as Agreement No. 9358 in the office of the City Clerk of Los Angeles; thence northwesterly along said parallel line to the northwesterly line of said Block E, or southwesterly prolongation thereof; thence northeasterly along said last mentioned prolongation and/or said last mentioned northwesterly line to the point of beginning;

Also,

All of Lot D of Del Rey Beach as per map recorded in Book 6, Page 186, of Maps, Records of Los Angeles County, EXCEPTING that portion of said Lot D heretofore condemned by the Los Angeles County Flood Control District in that certain action entitled "Los Angeles County Flood Control District, a body politic and corporate, vs David Burton Beggs, Del Rey Company, et al.," which is action No. 397091 in Superior Court of the State of California, in and for the County of Los Angeles, and which excepted portion of Lot D is the lands described in the amendment of said complaint in said action and designated in said amendment to said complaint as Parcel No. 130; the southwesterly or seaward boundary



of the lands hereby conveyed being the common boundary line between said Lot D and the tide lands of the City of Los Angeles as established by, and described in that agreement entered into between the City of Los Angeles, a municipal corporation, as party of the first part, and Del Rey Company, a corporation, as party of the second part, under date of the 2nd day of February, 1938, and which agreement was recorded as Instrument No. 769 on the 5th day of December, 1939, in Book 17039, Page 298 of Official Records of said County, said common boundary line being described therein as a straight line joining a point on the southwesterly prolongation of the northwesterly line of Lot D, Del Rey Beach as per map recorded in Book 6, Page 186 of Maps, Records of Los Angeles County, distant on said northwesterly line of Lot D and the prolongation thereof 96.57 feet southwesterly from the northeasterly corner of said Lot D, with a point on the southwesterly prolongation of the southeasterly line of said Lot D, distant on said southwesterly line of Lot D and the prolongation thereof 103.23 feet southwesterly from the southeasterly corner of said Lot D.

Also,

Lot P, Block P, Lot Q, Block Q, and Lot RR, Block R, Ocean Strand Tract, as per map recorded in Book 5, Page 147 of Maps, Records of Los Angeles County, and those portions of public streets shown as Tide Avenue, 40 feet wide, and as Salt Air Avenue, 40 feet wide, on said map, lying southwesterly of the northwesterly and southeasterly prolongation of the northeasterly line of said Lot Q.

Furthermore, the City does hereby agree to remise, release and forever quitclaim to the State all right, title and interest of the City in and to the following described property, to-wit:-

City Parcel 2

All that portion of that certain strip of land shown as Marine Avenue on map of Playa Del Rey Townsite, recorded in Book 2, Pages 65 and 66 of Maps, Records of Los Angeles County, extending from the southwesterly prolongation of the northwesterly line of Lot A, Block 56, said Playa Del Rey Townsite to the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite; subject to easements of record for public street purposes; Also,

All that portion of that certain strip of land shown as "Boulevard" on map of M. L. Wicks Addition to the Town of Port Ballona as per map recorded in Book 23, Page 33, Miscellaneous Records of Los Angeles County; lying southwesterly of the northeasterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107, of Deeds, Records of said County, and extending from the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on



map of said Playa Del Rey Townsite to the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian; subject to easements of record for public street purposes.

Also,

All natural and artificial accretions adjacent to the lands above described in Parcels 1, 3, 4 and 5, vested in the City of Los Angeles and hereinabove granted to the STATE OF CALIFORNIA; together with all natural and artificial accretions adjacent to Parcel 2 hereinabove quitclaimed by the City of Los Angeles to the STATE OF CALIFORNIA.

Reserving, however, from all of the above described parcels, all those certain existing easements and rights of way of the City of Los Angeles, all those rights and privileges of said City to use said easements and rights of way for the purposes for which they were acquired or employed, and all those certain installations, piers and pipes used or constructed for public necessity and convenience, in, over, along, upon or across the above described parcels of land.

Also,

Excepting and reserving to said City of Los Angeles all oil, gas and other hydrocarbon substances in and under said property, with the right to slant drill from adjacent or other property into said property, and to remove the same, but without any right in City to use or disturb the property within 100 feet of the surface thereof for any of such purposes, nor to do any drilling within 1500 feet of the upland property line of the properties described in Paragraph 1 or in Paragraph 2A.

Said City makes no warranty with respect to any claim of right, title, or interest of the United States of America.

2-A, State will, upon delivery to it of deeds to properties described in Paragraph 1, above, forthwith enter into negotiations with the owners for the purpose of acquiring all those certain beach properties which are known and described as follows, to-wit:



County Master Plan - Parcel 27

All that portion of Block E, of Resubdivision of a Portion of Playa Del Rey Townsite, as per map recorded in Book 7, Page 130 of Maps, Records of Los Angeles County, lying between the southwesterly prolongation of that certain course in the northwesterly line of Block B, said Resubdivision, shown on said map as having a bearing of North 64° 49' East and a length of 129.22 feet, and the southwesterly prolongation of that certain course in the southeasterly line of said Block B shown on said map as having a bearing of North 62° 27' East and a length of 328.73 feet.

County Master Plan - Parcel 26B

All those portions of Lots A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of Los Angeles County, of Lot NN, Venice of America, as per map recorded in Book 6, Pages 126 and 127 of Maps, Records of said County, and of certain parcels of land described in paragraph IV of judgment had in quiet title action in Case No. 140756 of the Superior Court of the State of California, in and for the County of Los Angeles, a copy of said judgment is recorded in Book 5690, Page 359, Official Records of said County, said lands being more particularly described as a whole within said judgment as follows;

Commencing at a point located 209 feet westerly from the most southerly corner of Lot 5, Block 5 of Country Club Tract as per map of said Tract recorded in Book 3, Page 76 of Maps, Records of Los Angeles County, upon the northerly line produced westerly of Horizon Avenue; thence southerly along the line of ordinary high water mark of the Pacific Ocean to a point in the northerly line of Zephyr Avenue produced westerly and distant 232 feet from the most southerly corner of Lot 5, Block A of Venice of America as per map of said Tract recorded in Book 6, Pages 126 and 127 of Maps, Records of said County; thence continuing southerly along said ordinary high water mark of Pacific Ocean to a point in the northerly line in Windward Avenue produced westerly and distant 225 feet from the most southerly corner of Lot 2, Block 1 of said Venice of America; thence continuing along said high water mark southerly to a point on the northerly line of Lorelei Avenue produced and distant 168 feet westerly from the most southerly corner of Lot 4, Block 2 of said Venice of America; thence easterly along said northerly line of Lorelei Avenue produced a distance of 148 feet to a point, said point being on a line parallel to and 10 feet westerly of the easterly line and its southerly prolongation of Lot A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of said County; thence northerly along said parallel line a distance of 77 feet to a point; thence leaving said

Approved, as to description

Date DEC 3 1947

Lloyd Smith, City Engineer

By *R. B. Halsted*

County Clerk



parallel line northerly a distance of 12.19 feet to a point in the easterly line of said Lot C of said Tract 898; thence northerly along the easterly line of said Lot A, B, and C, Tract 898 and the prolongations thereof to a point in the northerly line of said Horizon Avenue produced westerly; thence westerly along said northerly line of Horizon Avenue produced westerly to the place of beginning.

(The above mentioned streets are as shown on said map of Venice of America.)

County Master Plan - Parcel 29

That portion of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of Los Angeles County, extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company), recorded in Book 1617, Page 310 of Deeds, Records of Los Angeles County, in Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, lying southwesterly of the southwesterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of Los Angeles County and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, lying southwesterly of the southwesterly line of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County, and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;



Also,

That portion of that certain strip of land (60' in width) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of deeds, Records of Los Angeles County, extending from a line that is normal to the curved westerly line of that portion of said strip of land (60' wide) located westerly of and adjacent to the intersection of Waterview Street and Vista Del Mar and that passes thru the southerly terminus of said curved westerly line, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of Playa Del Rey Townsite, recorded in Book 2, Pages 65 and 66 of Maps, Records of Los Angeles County;

Also,

That certain strip of land in the City of Los Angeles, County of Los Angeles, State of California, lying between the southwesterly line of the strip of land (60' wide) described in deed to Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of deeds Records of said County, and the southwesterly line of the strip of land (60' in width) described in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of deeds Records of said County, and extending from the southeasterly line of Lot A, Block 56, Playa Del Rey Townsite, as per map recorded in Book 2, Pages 65 and 66 of Maps, Records of said County, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of said Playa Del Rey Townsite.



2-B. In the event the State shall be unable to reach an agreement with the said property owners for the purchase of said properties within a reasonable time, the State shall initiate condemnation proceedings in its name for the acquisition of said property and shall pursue diligently such proceedings until title is obtained by State.

3. The values of properties described in Paragraph 2-A, which are to be acquired by the State, and the values of properties described in Paragraph 1, which are to be deeded by City to State shall be determined by appraisals made by the same appraisers for all parcels.

4. Upon termination of all proceedings for the acquisition of all properties described in Paragraph 2-A and the vesting of the title thereto in the State, if in the event that the value of the properties described in Paragraph 1 is in excess of the value of the properties described in Paragraph 2-A the State shall proceed to acquire such other privately owned properties as shall be agreed upon by mutual consent of the parties hereto, said private properties being a part of a Master Plan of Beaches adopted by the County of Los Angeles, and submitted to, and approved by the State Park Commission until such excess in value has been approximately equalled by State acquisition of private properties. In the event that the value of the properties in Paragraph 2-A are determined to be in excess of the value of properties in Paragraph 1, City shall convey to State such additional beach lands as shall be necessary to equal approximately the value of properties described in Paragraph 2-A which is in excess of the value of properties described in Paragraph 1. In the event that it becomes necessary for the State to enter into condemnation proceedings for the acquisition of any of the properties described in Paragraph 2-A above, it is hereby understood and agreed that a re-appraisal and proper adjustment will be made as to the value of the properties described in Paragraph 1.



5. Immediately upon vesting of title in State to the parcels described in Paragraph 1, State shall enter into and execute a lease agreement with City, which shall include the following provisions, and any others which may be agreed upon between the parties hereto, to wit:

"A. State, as lessor, does hereby lease, let and demise unto City, as lessee, the properties described in Paragraph 1 (of that certain agreement dated \_\_\_\_\_ between the State of California and the City of Los Angeles), and also the properties described in Paragraph 2-A (of that certain agreement dated \_\_\_\_\_ between the State of California and the City of Los Angeles) at such time or times as State shall acquire title to such properties described in said Paragraph 2-A, for the term of 50 years commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, unless said term is further extended by mutual consent of the parties hereto.

B. State further agrees to and does hereby lease to City the properties described in said Paragraph 2-A to be immediately effective at such time as the State shall obtain title to said properties as provided in Paragraphs 2-A and 2-B (of that certain agreement dated \_\_\_\_\_ between the State of California and the City of Los Angeles), and thereafter said lands shall be subject to the same terms, conditions and provisions as set forth in said agreement applicable to the properties described in said Paragraph 1, except as otherwise therein provided.

C. During the term of this agreement the City shall pay, or cause to be paid all costs for park, playground and recreational purposes for the developing, improving, maintaining, operating, controlling and using of said beach lands hereby leased and demised to the City and the State shall not, during the term hereof, be liable for any of said costs for said purposes, except as otherwise herein provided.



ings, additions or alterations, to present or future structures as said City may deem desirable to develop the said lands for the use, enjoyment and protection of the general public, provided however that such use and/or development of said lands shall conform to standards prescribed by any and all State Laws applicable to State Beach Parks.

E. During the term hereof the City is hereby authorized to grant such concessions as are consistent with the purposes of this agreement to the end that greater use and enjoyment of the said lands may be provided all citizens of the State of California and all other persons entitled to use and enjoy said lands for the purposes set out in this agreement; and upon the granting of any such concessions the rights of the public shall thereupon become subject to such concession agreements, and to such rules and regulations as may be promulgated by the City relative thereto, provided however any such concession shall be granted and/or administered in accordance with standards prescribed by State Laws applicable to State Beach Parks.

F. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public, and any collections, fees, charges or profits from any operation relative to said lands shall inure to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.



STATE OF CALIFORNIA }  
County of Los Angeles } SS.

On this 10<sup>th</sup> day of December <sup>forty-seven</sup> ~~forty-six~~ in the year of our Lord nineteen hundred and ~~forty-six~~ before me, A. McCOY, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared FLETCHER BOWRON, known to me to be the Mayor, and WALTER C. PETERSON, known to me to be the City Clerk of the City of Los Angeles, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A. McCoy  
Notary Public in and for Los Angeles County, State of California.  
My Commission expires August 28, 1948



G. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended, renewed, or the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto."

6. Pending the consummation of any and all of the terms of this agreement, including the execution of the lease agreement provided for above, City shall have the possession of all parcels described in Paragraph 1 and Paragraph 2-A immediately upon the same being vested in State, for playground, recreational and beach park purposes as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in quadruplicate this 12<sup>th</sup> day of Dec, 1947.

ATTEST:

J. H. Covington  
Executive Secretary

APPROVED:

Warren G. Hamm  
Director of Natural Resources

APPROVED:

James E. Hogan  
Warren G. Hamm  
Director of Finance of the  
State of California

ATTEST:

Walter Peterson  
City Clerk,  
City of Los Angeles

STATE PARK COMMISSION of the  
State of California

By J. H. Covington  
Chairman

CITY OF LOS ANGELES, a political  
subdivision of the State of  
California

By Frank J. Rowland  
Mayor

Approved as to Form and Legality  
1947, 19

RAY L. CHESEBRO  
City Attorney  
By Spencer L. Halverson  
Deputy  
SPENCER L. HALVERSON

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APPROVED FOR EXECUTION  
DEC 10 1947  
RAY L. CHESEBRO, City Attorney  
By Spencer L. Halverson  
DEPUTY  
SPENCER L. HALVERSON